

Construction Practices/Revegetation

1. Describe any construction practices or revegetation measures designed to protect topsoil and limit erosion that will be implemented with this project:

2. Is the project consistent with the "Construction Practices/Revegetation" policies of the DSH?

☐ Yes ☐ No

If no, describe any differences and the reasons for same:

Implementation And Enforcement

1. Is the project consistent with the "Annexation" policies of the DSH?

☐ Yes ☐ No

If no, describe any difference and the reasons for same:

2. Are any Supplementary Covenants, Conditions and Restrictions to be filed in conjunction with this project?

☐ Yes ☐ No

If yes, specify the Supplementary Covenants, Conditions and Restrictions and point out any modifications to the master Conditions, Covenants and Restrictions for the Caughlin Ranch:

3. Does this project require the formation of an owner's association separate and apart from the existing Caughlin Ranch Homeowners Association?

☐ Yes ☐ No

If yes, what steps have been taken to form that Association?

Residential Energy Efficiency Evaluation Program

Purpose:

The purpose of this program is twofold:

1. To acquaint the home buyer with the economics of life-cycle costing and inform him of the economics of energy efficiency features and construction in residential buildings.
2. To bring to the attention of the home builder the relative value of various components of energy efficient construction and to encourage him to incorporate these features in his residential construction projects.

Scope:

REEEP does not tell the builder what kind of house to build; it does, however, require that he disclose to potential buyers the energy efficiency of the house he does build.

Life style and living conditions established as normal by citizens of Washoe County are not compromised in the conservation process; i.e., no cold showers, no long underwear to feel comfortable while indoors.

This program establishes a checklist of the energy conserving features and their respective value (points) that should be incorporated in residential construction.

Criteria:

The point system is based upon relative values of energy effectiveness. No consideration is given to cost effectiveness. The resolution of that problem is to be left to the give and take of the free, unregulated market place, a supply and demand negotiation between the producer (seller/builder) and the consumer (buyer/homeowner).

Points are assigned based upon two factors:

1. Energy not consumed -- that saved by house design, insulation, sealing, heating techniques, etc.
2. Energy provided by alternative sources -- other than commercial electricity, bottled gas, oil and natural gas.

Methodology:

The Residential Conservation Service (RCS) code house, established by the Nevada Department of Energy, was, theoretically, constructed using absolutely no conservation measures, and the energy load calculated.

This nominal 1500 square foot house is of frame construction with crawl space, has no insulation, has 13% single pane glazing without thermal break framing, is oriented to minimize any passive solar contribution, and is located in a 6,000 degree day zone with inside temperature maintained at 72 degrees F at an outside temperature of 7 degrees F.

The total energy consumption of this house was determined to be approximately 165,500 BTUH.

Accepted energy conservation measures and alternative energy sources were progressively added and the energy savings or provision values for each step were calculated. One point was allocated for each 100 BTU change.

Five break points in the total scorings are established and a star value assigned to each category. Units falling above the second break point will be those that meet the 1978 Nevada State Energy Conservation Standards. Units falling below that point will be existing houses built in compliance with older, less stringent standards.

Those that exceed the 3rd, 4th and 5th break points will be those new or up-graded houses that surpass the current minimum code by the amount indicated by the points earned.

All structures may be upgraded to earn more points and attain a higher category rating.

Development

As new materials become available and new techniques and procedures developed, their relative energy effectiveness values will be added to the list of scoreable items.

Residential Energy Efficiency Evaluation Program

<u>Star Value</u>	<u>Point Rating</u>
1 Star	400
2 Stars	750
3 Stars	1100
4 Stars	1450
<u>5 Stars</u>	<u>1800</u>

Energy Conservation Measures And Alternative Energy Sources

I. Insulation - R Value (Definition - The Measure of the Resistance of a Material to the Passage of Heat.)

		<u>Points Assigned</u>
A. Ceiling:	R-11	219
	R-19	236
	R-30	253
	R-38	260
	R-44	263
B. Walls:	R-7	100
	R-11	123
	R-19	149
	R-24	164

C. Floor:	1. Unconditioned Crawl Space:	R-11	72
		R-19	94
	2. Rim Joist & Stemwall with R-6:	None	40
		R-11	87
		R-19	101
	3. Rim Joist & Stemwall with R-13:	None	68
		R-11	97
		R-19	106
	4. Slab Edge:	R-6	20
		R-11	36
D. Heat Ducts, Unconditioned Areas:		R-5	58
		R-10	70
E. Domestic Hot Water Pipes, Unconditioned Area:		R-5	4
		R-10	6
F. Domestic Hot Water Heater Blanket:		R-5	11
		R-10	16

II. Exterior Wall Openings

A. Windows (Metal Frame & Sash)	1. Dual Glaze	
	1/4" Air Space	46
	1/2" Air Space	53
	3/4" Air Space	56
2. Triple Glaze	1/4" Air Space	61
	1/2" Air Space	67
	(Add 20% for Wood or Thermal Break Sash & Frame)	

B.	Sliding Glass Doors (Metal Frame & Sash)	
1.	Dual Glaze	
	1/4" Air Space	14
	1/2" Air Space	16
	3/4" Air Space	17
2.	Triple Glaze	
	1/4" Air Space	18
	1/2" Air Space	20
	(Add 10% for Wood or Thermal Break Sash & Frame)	
C.	Thermal Break Doors (Each)	19
III.	Sealing	
A.	Weatherstrip	
1.	Doors	33
2.	Windows	44
B.	Caulk	
1.	Doors	33
2.	Windows	44
3.	Exterior Electrical Outlets & Switches	88
4.	Exterior Wall Sole Plate	154
5.	Total Enclosed Air Barrier	66
C.	No Ceiling Lights Recessed	53
D.	Vestibule Air Locks (ea.)	27
IV.	Miscellaneous	
A.	Low Flow (3 Gpm) Shower Head (ea.)	11
B.	Thermostat Setback Timer:	
	8 degrees	75
	13 degrees	112
C.	Zoned Heating Controls (3 Zones)	75
D.	Exhaust Fans:	
	Back Draft Damper (Each)	10
	Heat Reclamation Exchanger	100
E.	Furnace/Boiler Room Sealed	
	(Outside Combustion Air)	100
F.	Fluorescent Lighting (Per Room)	6

V.	Alternative Energy Sources	
A.	Wood Stove:	
	Airtight	65
	Outside Combustion Air	36
B.	Fireplace:	
	None	53
	Positive Damper	13
	Circulating	26
	Glass or Metal Door	26
	Outside Combustion Air	36
C.	Domestic Hot Water (Each 10% of Load)	
	Solar	14
	Geothermal	14
D.	Space Heating (Each 10% of Load)	
	Solar Active	62
	Geothermal	62
VI.	Passive Solar Design (Direct Gain)	
A.	Proportion - EW Axis is 2 to 3 times longer than NS Axis	20
B.	Orientation - NW Axis 15 degrees, plus or minus, of solar south	75
C.	Southern Eaves	
	South glazing fully shaded at solar noon on August 1, (69.3) and fully exposed at solar noon on February 1, (32.2)	25
D.	Glazing (Dual 1/4" Or More Air Space)	
	Non-South not to exceed 9.6% of total floor area	
	1. For each 1% of total floor area of <u>non</u> -window area):	
	Eastern Exposure (45 to 135 degrees)	2
	Western Exposure (225 to 315 degrees)	3
	Northern Exposure (315 to 45 degrees)	1.6

2. Southern Exposure (165 to 195 degrees)

Percent of Total Floor Area of Unshaded Window Area (Feb. 1)

0	0
5	70
10	133
15	180
20	217
25	236
30	240

(Not to exceed 6.6% of total floor area unless accompanied by appropriate amount of interior thermal mass as listed below)

Interior Thermal Mass Required Per Square Foot Of Unshaded South Glazing:

Mass Within Sunlit Room:

Surface area: 3 x glazed area

Masonry effective scoreable depth: 6"

% of Total <u>Floor Area</u>	Pounds <u>Water</u>	Pounds <u>Masonry</u>
5%	9	45
10%	17	85
15%	24	120
20%	28	140
25%	30	150

Mass Not in Sunlit Room

Surface area: 6 x glazed area

Masonry effective scoreable depth: 3.6"

Four times above weights

For R-9 movable insulation for total glazing area add 58% to Southern exposure glazing score.

For R-4 movable insulation for total glazing area, add 48% to Southern exposure glazing score.

R.E.E.P. — STAR VALUE
RESIDENTIAL ENERGY EFFICIENCY EVALUATION PROGRAM
PRELIMINARY/FINAL CERTIFICATION FORM

Owner _____ Project Address _____

Contr/Eng _____ Permit Number _____

I. INSULATION

A. Ceiling	R-11	219	
	R-19	216	
	R-30	253	
	R-38	260	
B. Walls	R-44	263	
	R-7	100	
	R-11	121	
	R-19	149	
C. Floor	R-24	164	
1. Unconditioned Crawl Space	R-11	72	
	R-19	94	
2. Rim Joist & Stemwall w/ R-6	None	40	
	R-11	87	
	R-19	101	
3. Rim Joist & Stemwall w/ R-13	None	68	
	R-11	97	
	R-19	106	
4. Slab Edge	R-6	20	
	R-11	36	
D. Heat Ducts, Uncon'd Areas			
	R-5	58	
	R-10	70	
E. DHIW Pipes Uncon'd Areas	R-5	4	
	R-10	6	
F. DHIW Heater Blanket	R-5	11	
	R-10	16	

II. EXTERIOR WALL OPENINGS

A. Windows (Metal Frame)	1. Dual Glaze		
	a. 1/4" Airspace	46	
	b. 1/2" Airspace	51	
	c. 3/4" Airspace	56	
2. Triple Glaze			
	a. 1/4" Airspace	61	
	b. 1/2" Airspace	67	
	Add 20% for Wood		
B. S.G. Doors (Metal Frame)	1. Dual Glaze		
	a. 1/4" Airspace	14	
	b. 1/2" Airspace	16	
	c. 3/4" Airspace	17	
2. Triple Glaze			
	a. 1/4" Airspace	18	
	b. 1/2" Airspace	20	
	Add 10% for Wood		
C. Thermal Doors # _____		@19	
III. SEALING			
A. Weatherstrip	1. Doors	33	
	2. Windows	44	
B. Caulk	1. Doors	31	
	2. Windows	44	
	3. Ext. Elec. Outlets & Switches	88	
	4. Ext. Wall Sole Plt	154	
5. Total Encl. Air Barrier		66	
C. No Ceil. Lights Rec.		51	
D. Vest. Air Locks (ea)		27	

IV. MISCELLANEOUS

A. Showerhead # _____	@11	
B. Thermostat R°	75	
	112	
C. Zoned Heating	75	
D. Exhaust Fans		
	Damper # _____	10
Heat Exchanger		100
E. Furnace Room Sealed	100	
F. Fl. Lights, Room # _____	6	
V. ALTERNATE ENERGY SOURCES		
A. Wood Stove	1. Airtight	65
	2. Outside Com. Air	36
B. Fire Place	1. None	53
	2. Positive Damper	13
	3. Circulating	26
	4. Door	26
	5. Outside Com. Air	36
C. DHIW (Ea. 10%)		
1. Solar # _____		14
2. Geothermal # _____		14

D. Space Heating (Ea. 10%)

1. Solar # _____	62
2. Geothermal # _____	62

V. PASSIVE SOLAR DESIGN

A. Proportion	20
B. Orientation	75
C. Southern Eaves	25
D. Glazing (Ea. 1%)	
1. a. E. Exposure #	@ 2
b. W. Exposure #	@ 3
c. N. Exposure #	@ 1.6
2. S. Exposure, % of Floor Area of Unshaded Window Area	
0	0
5	70
10	133
15	180
20	217
25	236
30	240
Movable Insulation	
R-4 (+48%)	
R-9 (+58%)	

TOTAL

I hereby certify that the point values assigned represent the energy efficient features (to be installed) (that are installed) at the address identified at the beginning of this form.

Name (Printed/Typed) _____ Subscribed and sworn to before me this _____ day of _____, 19 _____.

Business Name (If Applicable) _____

Contractor Lic. No./Engr. Reg. No. _____

Signature _____

STAR VALUE



CAUGHLIN RANCH ARCHITECTURAL REVIEW

The Caughlin Ranch management is pleased you have decided to build at the Caughlin Ranch. As you know, we have established extremely high standards in the development by employing prominent planners, architects and engineers for the master planning, the common areas and other improvements.

Caughlin Ranch architectural review is intended to assist you as well as protect the values of both yours and adjacent properties. Should suggestions be made regarding your plans, or changes be required, they will reflect careful consideration by the Architectural Control Committee.

Because the quality level shall be to the high standards established by the Caughlin Ranch, the following procedure is required for submittal of plans:

1. ACC policy requires that Juniper Trails house plans be designed by a certified residential designer or a licensed architect.
2. Before proceeding with architectural planning, please read the Caughlin Ranch CC & R's. Should you have any questions, contact the Caughlin Ranch office, telephone 746-1010, to discuss design standards and restrictions.
3. Before proceeding with your planning we recommend you check with the Caughlin Ranch regarding setbacks, heights, and various restrictions, for they may differ from City of Reno or Washoe County requirements. In the event of any discrepancies, Caughlin Ranch requirements must be met.
4. Submit preliminary plans and outline specifications for approval (prior to starting construction documents) including complete plot plan (see Checklist), floor plan, elevations, and specifications regarding all exterior materials.
5. After approval of the preliminary design documents, submit construction documents prior to start of construction for Committee review and approval. The attached Checklist and \$100.00 submittal fee shall accompany all submittals prior to Committee review. Any revisions required by the Architectural Control Committee must be made to the plans and resubmitted for final approval. Preliminary plans will be reviewed by the Committee and returned with comments to the applicant within thirty (30) days of submittal. Final documents will be reviewed and returned within forty five (45) days from the date of submittal. Only complete submittals with ALL the information noted on the Checklist will be accepted for review. The Committee will do its utmost to expedite this process. Plans should be submitted one week prior to the scheduled Architectural Control Committee meeting for review.

Plans may be sent by registered mail or delivered to: Caughlin Ranch Architectural Control Committee, 1010 Caughlin Crossing, Reno, Nevada, 89509.

The following is a list of fees associated with home construction, payable to governmental agencies, prior to construction. This list is offered for your information only, and is not to be construed as being payable to the Caughlin Ranch.

- A. Building Permit; per Table No. 3-A below, (UBC) plus approximately 17%.
- B. Subdivision Fee: electric, plumbing, and heating permit, approximately \$300.00.
- C. Washoe County Park Fee-1% of estimated evaluation; or City of Reno Park Fee-2% of estimated evaluation.
- D. Sewer hook-up fee: Washoe County — \$1,500.00, City of Reno — \$750.00.
- E. Offsite Traffic Mitigation Fee of \$135.00.

TABLE NO. 3-A—BUILDING PERMIT FEES

TOTAL EVALUATION	FEE
\$1.00 to \$400.00	\$10.00
\$401.00 to \$1,000.00	\$10.00 for the first \$100.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$1,001.00 to \$25,000.00	\$12.50 for the first \$2,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$18.50 for the first \$25,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$24.50 for the first \$50,000.00 plus \$1.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	\$24.50 for the first \$100,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$15.00 per hour (minimum charge—two hours)
2. Reinspection for errors under provisions of Section 104(g)	\$15.00 each
3. Inspections for which no fee is specifically indicated	\$15.00 per hour (minimum charge—one-half hour)
4. Additional plan review required by changes, additions or revisions to approved plans	\$15.00 per hour (minimum charge—one-half hour)

CAUGHLIN RANCH ARCHITECTURAL CONTROL COMMITTEE PLAN CHECKLIST

NAME: _____ DATE PLAN RECEIVED: _____

LOT NUMBER: _____

THREE (3) SETS OF PLANS REQUIRED TO INCLUDE THE FOLLOWING:

1. PLOT PLAN INDICATING:

_____ Property Lines	_____ Setbacks
_____ Streets	_____ Walks
_____ Driveway	_____ Easements
_____ North point and drawing scale	

 _____ Location and outline of proposed residence, garage, any outbuildings or other items such as swimming pool, tennis court, retaining walls, cuts and fills, etc.
 _____ Proposed landscaping including fences, proposed planting types and existing vegetation or prominent natural features.
 _____ Lot contours, including existing and finished grade, 2' intervals (minimum).
 _____ Proposed construction material staging area.
2. FLOOR PLAN: _____ Floor plans and roof plans, showing scale of drawings.
3. ELEVATIONS: _____ Elevations of ALL exterior walls, showing drawing scale and relationship to the existing and finish topography.
4. MATERIALS: _____ Description of all exterior materials; walls, roofing, doors, windows, fences, etc., including proposed finish colors and samples where applicable.
5. FEES: _____ A fee of \$100.00 will be required with the initial submission of plans. No fee is required for resubmission of plans to comply with suggested changes. A fee of \$50.00 will be required for remodeling, additions or exterior redecorating scheme. No fee is required for a fence plan.

(For office use only)

DATE PLANS REVIEWED BY THE COMMITTEE: _____

_____ APPROVED _____ DISAPPROVED _____ APPROVAL WITHHELD SUBJECT TO:

DATE OWNER NOTIFIED: _____

.....

DATE REVISED PLANS RECEIVED: _____

DATE REVISED PLANS REVIEWED: _____

_____ APPROVED _____ DISAPPROVED SUBJECT TO _____

DATE OWNER NOTIFIED: _____

Caughlin Ranch Improvement Agreement

Agreement

This agreement is made and entered into this _____ day of _____, 19____, by and between the Caughlin Ranch Homeowners Association hereinafter referred to as C.R.H.A. and hereinafter referred to as "Owner", as legal owner of Lot _____ in Block _____ of _____.

Owner hereby acknowledges receipt of the Architectural Control Committee's (A.C.C.) approval which is for the construction of a residence and landscaping.

Attached hereto and made a part hereof is the A.C.C.'s approval of the residence and landscape plans that are to be placed on the above-described lot together with such conditions as are noted thereon. The Owner hereby accepts said approval and agrees to construct said improvements in substantial compliance with the plans as submitted by Owner and approved. The purpose of this Agreement is merely to assure compliance.

Owner acknowledges that he is aware of, and shall abide by the A.C.C. rules and regulations which provide in part as follows:

1. No changes in the plan as approved may be made without prior A.C.C. approval which shall not be unreasonably withheld.
2. The landscaping, including a timed underground irrigation system, must be installed within eight (8) months of completion of the residence.
3. Mailbox must be of wood or approved by the A.C.C. No metal mailboxes are permitted.

Owner fully understands that in order for the Caughlin Ranch to maintain a high standard of quality in the overall development of the project, reasonable rules of enforcement must be implemented. In the event the A.C.C. is made aware that there is a violation, or substantial change in the construction from the approved plan, the A.C.C. will notify the C.R.H.A. and the Association shall send by certi-

fied mail, to Owners' address as set forth herein, a specific list of the violations and Owner shall have fifteen (15) days to make arrangements with the C.R.H.A. to cure or correct the violations.

In the event Owner refuses, or fails to cure the violations, the C.R.H.A. may file a Notice of Default in the office of the County Recorder of Washoe County, State of Nevada, against the above described real property. Said Notice must state the specific violation or default in detail, and the owner shall have thirty-five (35) days thereafter to remedy said violation or default. Upon remedy, a rescission of the default will be promptly filed in the Recorder's office. The right and authority for the C.R.H.A. to file said Notice of Default is hereby granted by Owner to the C.R.H.A. If after the filing of the Notice of Default and the expiration of the thirty-five (35) day period, the violation or default has not been cured, or commenced to be cured, or no written agreement between Owner and C.R.H.A. to provide for cure has been obtained, then C.R.H.A. may secure three (3) competitive bids to correct the violations or to complete unfinished construction. Thereafter C.R.H.A. may grant a contract to the lowest qualified bidder, complete the work, and levy a lien against the land described above. The lien may then be foreclosed in the same manner that the C.R.H.A. can foreclose on liens for failure to pay homeowners association dues as provided in Article VI, Section "H." of the Declaration of Protective Covenants recorded August 6, 1984, as Document Number 942122, in the office of the County Recorder of Washoe County, State of Nevada.

C.R.H.A. agrees not to pursue the authorities granted to it herein in an arbitrary or capricious manner, and will use the authority granted hereby only when other reasonable administrative remedies have been exhausted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This agreement shall become null and void when all of the work shown on the A.C.C. approval attached hereto has been completed, including all landscape requirements. Upon request by Owner, C.R.H.A. will have an inspection made and sign a recordable release of this agreement.

In witness whereof C.R.H.A. and Owner have executed this agreement the day and year first set forth above.

CAUGHLIN RANCH
HOMEOWNERS ASSOCIATION

OWNER:
BY _____

BY _____ BY _____

ADDRESS:

1010 Caughlin Crossing
Reno, Nevada

ADDRESS:

89509

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On _____, 19____, personally appeared before me,
a Notary Public, _____, who acknowl-
edged that _he_ executed the above instrument.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On _____, 19____, personally appeared before me,
a Notary Public, _____, who acknowl-
edged that _he_ executed the above instrument.



OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS
P.O. BOX 11130, RENO, NEVADA 89520
PHONE (702) 785-6180

BAILEY
County Clerk

March 30, 1987

Mr. Alan Means
March 30, 1987
Minute Item 87-305
Page 2

Mr. Alan Means
Managing Partner, Caughlin Ranch
6121 Lakeside Drive, No. 210
Reno, NV 89509

Dear Mr. Means:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board held on March 24, 1987, Chairman Williams issued the following order:

87-305 MASTER PLAN UPDATE - CAUGHLIN RANCH [MPR9-5-83]

A slide presentation of Caughlin Ranch showing the current status was given by a representative of the development following which Michael Harper, Department of Comprehensive Planning, reviewed the updated Master Plan and amendments to the Development Standards Handbook as originally approved under MPR9-5-83. He noted that at Caucus yesterday, applicant had presented evidence that concerns regarding the dedication of right-of-way for McCarran Boulevard between Mayberry Drive and Plumb Lane had been resolved through the purchase of the necessary land for that dedication and that he is recommending a new condition 7 to reflect the agreements reached regarding this.

Mr. Harper stated that at yesterday's Caucus, the Board also directed that the issue of the extension of currently terminated streets through the project to McCarran Boulevard be resolved. He advised that he is recommending a new condition [No. 9 below] which provides a return of expenses for the extension to the initial builder from subsequent developers who will use it. In response to Chairman Williams comment that this Board can't control actions within the City of Reno, Mr. Harper suggested amending the condition to reflect agreement by the City of Reno.

Chairman Williams requested that staff notify the City of Reno that it is the Board's position that the proposed city boundaries (Alum Creek) as provided for in the Development Standards Handbook shall be retained.

Alan Means, Managing Partner, Caughlin Ranch Project, presented a copy of Acknowledgment of Pending Escrow between Elizabeth C. Donnelly as the seller and the Caughlin Ranch

Improvement Association as the buyer which shows the escrow closing date on or before September 19, 1988. Chairman Williams stated that it was the Board's intent that this be dedicated as part of the approval of the project and Mr. Harper suggested amending condition 7 to require dedication no later than September 1988.

Following discussion, upon recommendation of the Washoe County Planning Commission, on motion by Commissioner McDowell, seconded by Commissioner Cornwall, which motion duly carried, Chairman Williams ordered that the amendment of the Master Plan for Caughlin Ranch and amendments to the Development Standards Handbook as approved under Major Project Review Case No. MPR9-5-83 be approved with the following changes:

1. The recreation management plan (RMP) is not included in this recommendation, but will be reviewed separately after review and comments from the Washoe County Parks and Recreation Department.
2. The final document will contain the covenants, conditions and restrictions for the project.
3. The final document will contain the Residential Energy Evaluation Program (REEP) form.
4. The final document will contain the board of county commissioners' actions (Clerk's orders).
5. The final document will contain the copies of the compliance statements.
6. A supplemental evaluation of the McCarran Blvd. and Cashill Blvd. intersection shall be performed and submitted to the Regional Transportation Commission for their review. Design considerations for this intersection resulting from this study and agreed to by the applicant and Regional Transportation Commission shall be incorporated into the development standards handbook as a supplement.
7. Applicant shall note in the final draft of the Development Standards that the right-of-way for McCarran Blvd. between Mayberry Dr. and Plumb Ln. will be secured and will be dedicated to the appropriate public entity no later than September 1988. Applicant shall submit evidence of the above to the planning staff.

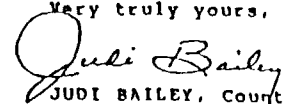
Mr. Alan Means
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8. The development standards handbook shall contain language addressing construction truck traffic as contained in the March 3, 1987, memorandum from the Caughlin Ranch to the Washoe County Planning Commission, Re: Masterplan Update, Staff Analysis Condition No. 8 (made a part of the record and attached as an exhibit).
9. Applicant shall retain present policy 3.11 under Traffic Impact Mitigation that is in the currently approved edition of the Development Standards Handbook (p. 46) and shall amend the condition to provide for a pro rata return of expenses for this extension to the initial builder of the extension from other subsequent developers who would also need the use of these extended roads provided the City of Reno agrees to substantially the same condition.
10. The statement under Policy 3, Water Conservation (WATER) shall be amended to include appliances as an important target area for water conservation.
11. The list of recommended plants originally contained as part of Policy 5, Recommended Plants (LANDSCAPING) in the Development Standards Handbook dated 1984 shall be included in the updated Master Plan as an appendix.
12. Policy 2, Signage (SIGNAGE, LIGHTING AND FENCING) shall include in the introductory comments that "All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105 (Sign Ordinance) for that portion of the ranch within the unincorporated portion of Washoe County."
3. The remainder of Policy 2, Seeding, planting and mulching practices and all of Policy 3, Top soil protection (CONSTRUCTION PRACTICES/REVEGETATION) from the development standards handbook dated 1984 shall be included in the final updated document.
4. Any conflicts between this approval and an approval from the City of Reno regarding the updates to this master plan and amendments to the development standards handbook shall be resolved before the update to the master plan or amendments to the development standards handbook become effective.

Mr. Alan Means
March 30, 1987
Minute Item 87-305
Page 4

15. The applicant shall provide sufficient copies, upon notification from the Washoe County Department of Comprehensive Planning, of the master plan update and amended development standards handbook for distribution to reviewing agencies.

Very truly yours,



JUDI BAILEY, County Clerk
and Clerk of the Board
of County Commissioners,
Washoe County, Reno, Nevada

pc

cc: LeAnn McElroy, City of Reno Planning
Engineering
Utility
Greg Krause, RTC
Comprehensive Planning
City of Reno Planning Department - Melissa Thompson



OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.
P.O. BOX 11130, RENO, NEVADA 89520
PHONE (702) 785-6180

JUDI BAILEY
County Clerk

May 29, 1987

Michael Harper
Department of Comprehensive Planning
Washoe County, Nevada

Dear Mr. Harper:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board held on May 26, 1987, Chairman Williams issued the following order:

87-567 CAUGHLIN RANCH RECREATION MANAGEMENT PLAN (HPR9-5-83)

Michael Harper, Department of Comprehensive Planning, stated that the Recreation Management Plan is the final portion of the update of the Caughlin Ranch Master Plan; that the applicant is offering to construct and maintain recreational facilities; that in return, Mr. Means is requesting an in lieu of credit against residential construction tax; that there are minor changes in the agreement that Art Nicholls, Deputy District Attorney, felt needed to be made in accordance with state law; that the applicant has concurred with the changes; that staff endorses this project; and that the Parks Department has no concern with this particular issue.

Alan Means, applicant, concurred with staff.

Upon recommendation of the Washoe County Planning Commission, on motion by Commissioner McDowell, seconded by Commissioner Lillard, which motion duly carried, Chairman Williams ordered that the Caughlin Ranch Recreation Management Plan, a portion of the Development Standards Handbook, be approved.

Very truly yours,

JUDI BAILEY, County Clerk
and Clerk of the Board of
County Commissioners,
Washoe County, Nevada

pab

cc: Alan Means, c/o Caughlin Ranch, 316 California Avenue, Reno,
NV 89509

D.A., Parks, Building, Engineer, Health

Caughlin Ranch Master Plan Update II



City of Reno

Donald J. Cook
City Clerk

OFFICE OF THE CITY CLERK

Deborah J. Peebles
Chief Deputy City Clerk

May 27, 1987

Mr. Alan Means
Managing Partner, Caughlin Ranch
6121 Lakeside Dr. #210
Reno, NV 89509

RE: Caughlin Ranch Master Plan Update and Amendment to the Development Standards Handbook

Dear Mr. Means:

At a regular meeting held May 26, 1987, the City Council approved the above referenced request, subject to the following conditions:

1. The overall project shall comply with all applicable City codes, plans, reports, materials, etc., as submitted. In addition, specific development projects shall be subject to all prior conditions of approval imposed by the City Council or Washoe County Board of County Commissioners.
2. The final document shall be revised to reflect all of the changes and corrections to the text required by the City of Reno and Washoe County including, but not limited to, the following:
 - a. Inclusion of the remainder of the sentence found under Construction Practices/Revegetation, Policy 1 - Grading D, as shown in the 1984 handbook;
 - b. Inclusion of the remainder of Policy 2 - Seeding, Planting and Mulching (F) found under Construction Practices/Revegetation as shown in the 1984 handbook;
 - c. Inclusion of Policy 3 - Top Soil Protection found under Construction Practices/Revegetation as shown in the 1984 handbook;
 - d. The statement under Policy 3 - Water Conservation found under Water Supply shall include appliances and fixtures as important targets for water conservation;

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received
JUN - 2 1987

Mr. Alan Means
May 27, 1987
Page 2

- e. The statement under Policy 5 - Recommended Plants found under Landscaping shall be revised to state that the list of recommended planting material is included in the Appendix.
 - f. The statement under Policy 2 - Signage found under Signage, Lighting and Fencing shall include the introductory comments that "All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105, (Sign Ordinance) for that portion of the ranch within the unincorporated portion of Washoe County and be in compliance with the Zoning Ordinance for that portion of the ranch within the City of Reno.
 - g. The statements under Policies 1-6, found under Parks and Recreation, shall be revised to reflect the changes to the Recreation Management Plan.
 - h. The statement under Policy 2 - Phased Annexation found under Annexation shall be amended to indicate that annexation of all the targeted areas will be required prior to the implementation of the Recreation Management Plan.
3. The final document shall contain the following:
- a. Covenants, Conditions and Restrictions for the project;
 - b. The Residential Energy Efficiency Evaluation Program (REEP) form;
 - c. Copies of Compliance Statements;
 - d. Lists of Recommended Plants;
 - e. The Washoe County Board of County Commissioners' and the Reno City Council's final actions (Clerk's letters) on the original project and Development Standards Handbook and on the Master Plan update and amendment to the handbook; and
 - f. A revised Recreation Management Plan to include all changes and corrections and the executed agreements with the City of Reno and Washoe County.
4. Prior to the implementation of the Recreation Management Plan, the applicant shall obtain a zone change to Planned Unit Development and annex all targeted areas into the City.
5. Prior to application for the zone change and annexation, the Recreation Management Plan agreement between the City of Reno and the developer shall be approved by the Department of Planning and Community Development and the City Attorney.

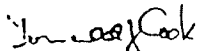
6. Prior to development of the Village Green Park, the applicant shall submit plans which address the minimum facility requirements under R.M.C. 16.14.06 Planned Unit Residential Development exception, to the satisfaction of the Department of Planning and Community Development and the Parks Division.
7. The applicant shall revise Figure 1, the Circulation Plan, in the Development Standards Handbook to include a proposed equestrian trail connection through the Pines area. Upon completion of the Department of Planning and Community Development's equestrian trail system study, the applicant shall provide for a final equestrian trail connection through the southerly portion of the property to the satisfaction of the Department of Planning and Community Development. Dedication of an easement and actual construction of the trail will be required with development of the Pines
8. A supplemental evaluation of the McCarran Blvd. and the Cashill Blvd. intersection shall be performed and submitted to the Regional Transportation Commission and the Department of Planning and Community Development, by December of 1987, for approval. Design considerations for this intersection resulting from this study and agreed to by the applicant, Regional Transportation Commission and the Department of Planning and Community Development shall be incorporated into the Development Standards Handbook as a supplement.
9. The developer of the River Lake area shall dedicate a public street to the City connecting Mayberry Drive to Idlewild Drive to City standards.
10. The amended handbook shall include street sections for the City of Reno and shall include a five foot wide public improvement easement adjacent to the right-of-way on each side of the street.
11. The applicant shall dedicate the right-of-way for McCarran Blvd. between Mayberry Drive and Plumb Lane on or before September, 1988.
12. The applicant shall amend paragraph II under Transportation, Policy 3 - Traffic Impacts to read as follows:
 - II. The developer of the Caughlin Crest subdivision will construct and dedicate Cashill Blvd. from the Caughlin Ranch boundary to the proposed McCarran Blvd. to City standards and to the approval of the City Engineer. With development, Cashill Blvd. shall also be constructed to permanent access street standards from its present terminus to the Caughlin Ranch boundary.

13. The applicant shall include the following paragraph in the Development Standards Handbook as paragraph K under Transportation, Policy 3 - Traffic Impacts:
 - K. The developers of each project shall, on a bi-annual basis, send to all known contractors and subcontractors, as well as property owners of these areas, written reminders and requests to honor and obey all posted speed limits when driving through the Caughlin Ranch and through adjacent neighborhoods, specifically the Plumb Lane area. Copies of this correspondence shall be forwarded to the Washoe County Department of Comprehensive Planning, the Washoe County Commission, the Washoe County Sheriff, and the City of Reno Department of Planning and Community Development.
14. The statement under Policy 3 . . . Traffic Impacts under Transportation shall be amended to state that all of the McCarran Blvd. right-of-way within the Caughlin Ranch has been offered for dedication.
15. The developer will provide Washoe County and the City of Reno with an annual report that specifies what development is projected to take place during the upcoming years. This report will consist of a phasing schedule and a phasing plan. The phasing report will also assess the previous year's progress and the total progress toward completing the project. Also included will be any standards for financial assurances for completion of the infrastructure for each phase of the development as they occur.
16. In conjunction with the phasing report specified under Condition 15, the developer will provide the County and City with data for their use in determining fiscal impacts and preparing capital improvement programs.
17. With the submittal of any building permit application, tentative subdivision map, final map or any other administrative planning permit application, a statement shall be attached enumerating compliance with the conditions of the major project review and defining the specific boundaries of the zoning categories necessary for the application. Should the application not be in compliance with the conditions of the major project review, the attached statement shall note the difference(s) from the conditions, the reasons for the differences and any measures proposed to mitigate any identified adverse impacts.
18. The applicant shall provide completed revised copies of the Master Plan Update and amended Development Standards Handbook to the City of Reno Department of Planning and Community Development and the Washoe County Department of Comprehensive Planning within six months of the date of approval of the Recreation Management Plan by the Washoe County Board of County Commissioners.

Mr. Alan Means
May 27, 1987
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19. The applicant shall provide sufficient copies, upon notification from the Washoe County Department of Comprehensive Planning or the City of Reno Department of Planning and Community Development, of the Master Plan update and amended Development Standards Handbook.

Sincerely,



Donald J. Cook
City Clerk

DJC:cdg

xc: City Planning Commission
Engineering Division
Building & Safety Department

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of June, 1987, by and between WASHOE COUNTY ("County") and CAUGHLIN RANCH, a Nevada partnership ("Ranch") and the CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION, a Nevada nonprofit corporation ("Association").

W I T N E S S E T H:

WHEREAS, the County heretofore approved the Caughlin Ranch Development Standards Handbook for development of the area known as the Caughlin Ranch, West of Reno, in accordance with the master development plans therefore, and;

WHEREAS, a portion of the Caughlin Ranch has heretofore been developed with the Caughlin Ranch Homeowner's Association, a Nevada nonprofit corporation having been formed and in good standing on the date hereof, and;

WHEREAS, Ranch holds an option to purchase the balance of the Caughlin Ranch which option will be exercised from time to time as various areas are developed, and;

WHEREAS, the Master Plan for the Caughlin Ranch encompasses the following parks and recreational areas in Washoe County as shown on the Master Plan:

1. Pedestrian/Bicycle Path System (approximately ___ miles.

2. Passive Park Space including landscaped corridors with trees and ponds, landscaped areas along Alum Creek, and untouched open space along ridges and meadows (approximately ___ acres).

3. Equestrian trails covering approximately six (6) miles, open to public.

WHEREAS, the estimated costs of all of the above itemized improvements in Washoe County, with the estimated amount spent to date are set forth on Exhibit A, attached hereto, and;

Exhibit A

WHEREAS, the projected annual operating costs for the above itemized recreational improvements are set forth on Exhibit B, attached hereto, and;

Exhibit B

WHEREAS, the Residential Construction Tax (RCT) projected for the portion of the Caughlin Ranch within Washoe County is estimated to be approximately \$845,250.00, and;

WHEREAS, complete Covenants, Conditions and Restrictions (CC&R's) have been recorded against all of the developed areas of the Caughlin Ranch which provide for the establishment of a homeowner's association which has been formed as a Nevada nonprofit corporation, and;

WHEREAS, the CC&R's provide for additional areas of the Caughlin to be covered by the CC&R's as such areas are developed and;

WHEREAS, Ranch will deed to Washoe County the recreational areas and facilities completed to date, and will deed the additional recreational facilities which will be completed

in the future to Washoe County on completion, and;

WHEREAS, Association is willing to undertake future maintenance of such facilities, which maintenance will relieve the County of maintenance responsibilities for such facilities and;

WHEREAS, the parties hereto desire by this agreement to provide for certain RCT funds to be paid to Ranch to partially compensate Ranch for land, water, and construction costs for the above-described recreational facilities, and further desire by this agreement to provide for future maintenance of the above-described recreational facilities by Association.

NOW THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. All RCT tax monies which have been and will be collected by County on issuance of building permits for construction within the Caughlin Ranch shall be hereafter paid as provided herein by County to or as directed by Ranch provided that County shall have theretofore received, in a lien free condition recreational areas and facilities which are determined by the County to be desirable and proper subjects for use of residential construction tax funds as described herein having a construction cost and land value, in the determination of the County, at least as great as the aggregate of all RCT tax monies paid to Ranch hereunder.

Monies shall be disbursed quarterly by the 15th of

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the month following the end of each calendar quarter.

No monies shall bear interest. On conveyance of each portion of the recreational facilities to the County, the County shall, within ninety (90) days of such conveyance being recorded (by recorded deed or dedication on a filed map) determine a fair value for the facility being conveyed to the County based on reasonable construction cost and replacement value, and shall communicate such value determination to Ranch. Such value determination shall be conclusive on the parties unless Ranch disputes in writing such value within thirty (30) days of receipt of County's value determination. In the event of such dispute, the parties shall select an independent appraiser who shall render an appraisal of the fair value of such facilities which shall be conclusive on the parties. Costs of the appraiser shall be paid by Ranch. The independent appraiser shall be selected within thirty (30) days of County receiving Ranch's dispute of County's value. The appraiser shall render his report in thirty (30) days of his selection.

2. Ranch agrees to fully comply with all provisions of the Master Plan and the Development Standards Handbook respecting development of the above recreational facilities. Ranch agrees to convey such facilities in a lien free condition to the County as each such facility has been completed.

3. Association hereby agrees to maintain such completed facilities in a first class condition during the term hereof or until the County relieves Association of such responsibility, and to charge such reasonable assessments to its members

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as may be necessary to cover the costs of such maintenance if there are not sufficient funds from other sources to fund such obligation. Maintenance shall be to standards required by all applicable laws and ordinances and shall be at least equal to maintenance by County of similar facilities. County shall have such remedies as provided by law to enforce Association's maintenance responsibilities hereunder, including the right to have a receiver appointed to levy and collect assessments and fulfill Association's maintenance responsibilities. Such remedies shall include the obtaining of a mandatory injunction and the right of County to effect such maintenance as may be required and collect the cost thereof together with attorney fees and court costs from Association. In the event County determines maintenance to be inadequate it may give Association written notice to such effect, describing in detail the claimed deficiencies. Association shall remedy the defects within thirty (30) days of receipt of such notice, unless Association disputes such claim in which case the matter shall be arbitrated as described below. The determination by the arbitrators shall be binding on County and Association. In the event of three deficiency notices in any twelve (12) month period in which Association is deficient in meeting its maintenance responsibilities, County may in such event require Association to post a bond in favor of County in the amount of one year's maintenance costs, such bond to remain until Association is relieved of its maintenance responsibilities or until

-5-

County consents to termination of the bond, whichever first occurs.

4. All facilities to be deeded to the County pursuant to the provisions hereof shall be open to the public.

5. Association shall maintain liability insurance in connection with Association's maintenance activities, naming County as an additional insured and shall provide the County Manager evidence of such insurance from time to time on request. Such insurance shall be in the amount determined by the County's risk management analyst to cover the County's liability exposure in negligence cases.

6. The parties hereto agree to execute such other and further documents as may be necessary to carry out the provisions hereof.

7. In the event of arbitration, each party (County and Association) shall pick an arbitrator. The two arbitrators so selected shall pick a third. Within the thirty (30) day period mentioned above in paragraph 3, if Association disputes County's claim of deficiency maintenance, Association shall notify County of its dispute. Within fifteen (15) days of such notice the first two arbitrators shall be selected. Within fifteen (15) days of selection of the first two arbitrators the third one shall be selected. The three arbitrators shall render their decision within sixty (60) days of selection of the third arbitrator. In the event of a dispute among the arbitrators as to proced-

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ures to follow, the Rules of the American Arbitration Association shall be followed. The losing party shall pay the costs of the arbitrators.

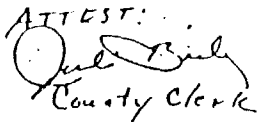
8. This Agreement shall terminate in the event of Chapter 7 bankruptcy or its equivalent by Association, on mutual termination by the parties, or on termination of the corporate existence of Association under its original Articles of Incorporation. The Association shall not voluntarily terminate its existence during the term hereof without the County's express written approval. Prior to the termination of the corporate existence of Association, Association and County shall negotiate provisions for future maintenance of all facilities conveyed hereunder to the mutual satisfaction of such parties.

9. This contract is entered into under the state law existing on the date of its execution. The parties agree that it shall not be affected by any future changes in the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

WASHOE COUNTY

by 

ATTEST:

County Clerk

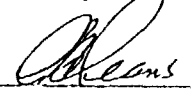
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Caughlin Ranch Master Plan Update II

CAUGHLIN RANCH, a
Nevada partnership

by 
ALAN MEANS
Managing Partner

CAUGHLIN RANCH HOMEOWNER'S
ASSOCIATION, a Nevada non-
profit corporation

by 
ALAN MEANS
President

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AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of December, 1987, by and between the CITY OF RENO ("City") and the CAUGHLIN RANCH, a Nevada partnership ("Ranch") and the CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION, a Nevada nonprofit corporation ("Association").

W I T N E S S E T H:

WHEREAS, the City heretofore approved the Caughlin Ranch Development Standards Handbook for development of the area known as the Caughlin Ranch, West of Reno, in accordance with the master development plans therefore, and;

WHEREAS, a portion of the Caughlin Ranch has heretofore been developed with the Caughlin Ranch Homeowner's Association, a Nevada nonprofit corporation having been formed and in good standing on the date hereof, and;

WHEREAS, Ranch holds an option to purchase the balance of the Caughlin Ranch which option will be exercised from time to time as various areas are developed, and;

WHEREAS, the Master Plan for the Caughlin Ranch encompasses the following parks and recreational areas in the City of Reno as shown on the Master Plan:

1. Pedestrian/Bicycle Path and Equestrian Trail System which includes approximately 21 miles of trails with approximately 5.6 miles of that total located within the City of Reno exclusive of City sidewalks.

2. Passive Park Space including landscaped corridors with trees and ponds, landscaped areas along Alum Creek, and untouched open space along ridges, hillsides, valleys and meadows (approximately 695 acres).

3. Village Green Park, open to the public, will cover from ten (10) to thirteen (13) acres, depending on the size of the adjoining school site, and will provide a combination baseball/soccer/football field, picnic area, playground, landscaped area, tennis courts, paths and parking.

4. A swimming pool, and possibly a gymnasium and multipurpose building, may be privately constructed and maintained within Village Green Park, which, if constructed shall be open to the public under the provisions of paragraph 9 herein.

WHEREAS, the estimated costs of all of the above itemized improvements in the City of Reno, with the estimated amount spent to date are set forth on Exhibit A, attached hereto and;

WHEREAS, the Residential Construction Tax (RCT) projected for the portion of the Caughlin Ranch within the City of Reno is estimated to be approximately \$1,597,275.00 and;

WHEREAS, complete Covenants, Conditions and Restrictions (CC&R's) have been recorded against all of the developed areas of the Caughlin Ranch which provide for the establishment of a homeowner's association which has been formed as a Nevada nonprofit corporation, and;

WHEREAS, the CC&R's provide for additional areas of the Caughlin Ranch to be covered by the CC&R's as such areas are developed and;

WHEREAS, Ranch will deed to Association for ownership and future maintenance the recreational areas and facilities completed to date, and will deed the additional recreational facilities which will be completed in the future to Association for ownership and maintenance and;

WHEREAS, Association is willing to undertake such future maintenance of such facilities, which maintenance will relieve the City of maintenance responsibilities for such facilities and;

WHEREAS, the parties hereto desire by this agreement to provide for certain RCT funds to be credited to Ranch within the meaning and to effectuate the purposes of RHC §18.14.060 and NRS 278.4985.

WHEREAS, it appears that the Caughlin Ranch development complies with all requirements for a Planned Unit Development in accordance with the provisions of the Reno City Ordinance governing such developments.

NOW THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. This agreement shall be effective on the first of the month following the month in which a Planned Unit Development (PUD) has been approved by the Reno City Council for the Caughlin Ranch development as provided below in paragraph 2.

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2. On application of Ranch for annexation and creation of a PUD, City shall forthwith take such action as may be necessary so as to create a PUD of that portion of Caughlin Ranch Development being annexed to the City, thereby allowing the provisions of NRS 278.4985, to be implemented respecting crediting the developer with (100%) of the RCT tax by means of the payments required hereunder. In this connection it is agreed that no additional development burdens will be placed on Ranch as developer of the Caughlin Ranch by virtue of such action, and that the master plan for such development will be accepted "as is" by the City, without alteration or modification, except as may be agreed on by the Ranch and that the existing master plan for the Caughlin Ranch will serve as the tentative map for the PUD. Nothing herein contained shall change or eliminate the obligation of a developer of any portion of the Caughlin Ranch to comply with all applicable subdivision or development laws and requirements or conditions imposed by reason of revision of the master plan or amendment of the development standards handbook with respect to such development. City shall have no obligation to prepare or file the applications described above in this paragraph.

3. One hundred percent (100%) of all RCT Tax monies heretofore collected from the Caughlin Ranch Development by City shall be credited to Ranch as provided below in paragraph 4.

4. One hundred percent (100%) of all RCT Tax monies collected by City on issuance of building permits for

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construction within the Caughlin Ranch hereafter, shall be credited to Ranch.

5. A. Promptly on the effective date hereof City and Ranch shall establish a joint trust fund account into which shall be deposited 100% of the RCT monies credited to Ranch under paragraphs 3 and 4 above. Said account shall be at Valley Bank of Nevada, Reno Main Office, and shall bear interest at the highest rate offered by said bank on similar accounts. The purpose of such account shall be to fund the estimated cost of construction of the Village Green and Caughlin Crest Parks. The instructions shall provide that there shall be no disbursement from said account until: (a) there shall be deposited in escrow an engineer's estimate of the total cost to construct said parks including all land costs signed by a representative of the Planning Department of the City of Reno, (b) there shall have been delivered to the City a letter of credit in favor of the City issued by any Nevada bank acceptable to the City in an amount equal to the difference between the funds in the Trust account and the engineer's estimate of the total cost to complete the Village Green and/or Caughlin Crest Parks, as the case may be, and evidence of receipt of such letter of credit shall have been lodged with Valley Bank as the holder of the Trust account and, (c) all requests for disbursement from the Trust account shall be accompanied by an engineer's certificate from a registered Nevada P.E. that the disbursement represents the cost of actual work done on construction of said park. If

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requested by the City, should the City in its judgment reasonably exercised deem it necessary, lien waivers may be required from the trades, contractors and subcontractors doing the work for which payment is requested and disbursements may, if requested by the City of Reno exercising its reasonable judgment be by joint check payable to Ranch or its successor and the trades, contractors and subcontractors doing the work for which payment is sought.

B. The instructions shall also provide that on written notification to Valley Bank being submitted by City to the effect that Ranch or its successor or assign has failed to build the Village Green and/or Caughlin Crest Park within the time set out below, or has involuntarily become subject to the bankruptcy laws of the U.S. Bankruptcy Code under Chapter 7 or a similar provision or has ceased doing business, that all funds, including accrued interest in said Trust fund shall thereupon belong to the City of Reno which shall be obligated to construct said park to completion as promptly as reasonably possible. In the event it is necessary for the City of Reno to complete the Village Green and/or Caughlin Crest Park, it shall do so promptly and in accordance with the standards prevailing in City of Reno parks. In the event the City shall be required to complete the park or parks, the Association or Ranch, as the case may be, shall deed the park or parks at their cost to the City free and clear of encumbrances, subject to such easements as may be necessary for the swimming pool, gymnasium and multipurpose

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building. The right of the City to obtain title to the park or parks under the covenant described in this subparagraph shall be a right prior to all other attaching to the land subsequent to the recordation of the covenant. The City shall have full management and ownership rights thereafter and shall also have all maintenance responsibilities thereafter. Said park or parks shall be maintained to the standards prevailing in the City of Reno parks.

C. Trust funds shall be first used in payment of park construction costs, prior to call on the letter of credit.

6. City shall continue to collect the RCT in accordance with its usual practices and procedures and applicable law. On collection of such tax derived from construction within the Caughlin Ranch after the effective date hereof, the City shall pay all taxes to be credited pursuant to paragraph 3 and 4 above into the Trust account to be established pursuant to paragraph 5 hereof, until such time as the Caughlin Crest and Village Green Parks shall be completed. Thereafter, City shall pay the RCT Taxes to be credited as aforesaid to or as directed by Ranch. All funds in excess of those required to construct the Caughlin Crest and Village Green Parks shall be paid to Ranch or as directed by Ranch to offset the cost of additional park lands and improvements (exclusive of city sidewalks) constructed within the Caughlin Ranch by Ranch or other associated entities.

Disbursements shall be made by the City not less often than each calendar quarter, on or before the fifteenth day

following the end of such quarter. All disbursements shall be accompanied by sufficient data to enable Ranch to identify the source of such payments. Periodically, but not more frequent than semi-annually, Ranch shall have the right for its representatives to inspect the City's books and records to determine the accuracy of payments.

7. Ranch agrees to fully comply with all provisions of the Master Plan and the Development Standards Handbook respecting development of the above recreational facilities. Ranch agrees to convey such facilities in a lien free condition to the Association as each such facility has been completed.

8. Association hereby agrees to maintain the Caughlin Crest and Village Green Parks in a first class condition in perpetuity or until the City relieves Association of such responsibility, and to charge such reasonable assessments to its members as may be necessary to cover the costs of such maintenance.

9. Ranch shall cause a covenant to be inserted in the recorded deeds covering Caughlin Crest and Village Green Parks ("Park") which shall include the following provisions: (a) that the covenant may not be amended or modified without the written approval of the City Council, (b) that the Parks shall be maintained by Association in a first class condition to standards in keeping with the highest quality park maintenance by the City anywhere in Reno, (c) all facilities shall be open

to the public except that use of any privately operated swimming pool, gymnasium or multipurpose building or other private group improvement may be subject to such reasonable user fees as may be established from time to time by Association, which fees may be less for members of the Caughlin Ranch Homeowners Association than for others, (d) that the City is given the right to enter upon all recreational facilities deeded to the Association as aforesaid with police, fire and other necessary City personnel to maintain order, and protect the facilities from fire or other hazard in accordance with the City's accepted standards. (e) that the Association may make such reasonable rules governing use of the facilities as may be necessary or convenient for use thereof by members of the public and (f) that the Association may take such reasonable steps as may be necessary to prevent vandalism and damage to the facilities or any part thereof.

10. On the request of the City the Association or Ranch shall furnish City with copies of recorded covenants respecting the subject matter hereof and copies of deeds for portions of the above described recreation facilities recorded from time to time by Ranch in favor of Association.

11. In the event the Trust funds are transferred to the City under the provisions of paragraph 3.B, above, the credit for RCT tax and all payments of a portion of such tax as provided herein shall cease and the City will not thereafter be obligated to extend any further RCT credits or pay any further RCT funds to Ranch.

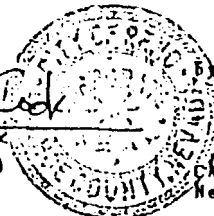
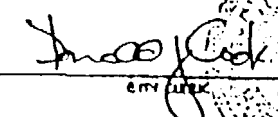
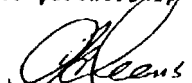
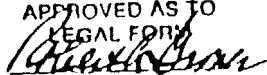

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Caughlin Ranch Master Plan Update II

12. The parties hereto agree to execute such other and further documents as may be necessary to carry out the provisions hereof.

13. Construction of the Caughlin Crest and Village Green Parks shall be commenced by Ranch promptly when certificates of occupancy have been issued by the City for 40% of the living units projected within their respective areas known as Caughlin Crest (a 100 unit subdivision) and Caughlin Village (currently estimated for a total of 994 units). The park or parks must be completed within twelve (12) months of commencement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF RENO

 Mayor
 ANEST: 
 CAUGHLIN RANCH, a Nevada partnership
 by 
 ALAN MEANS, MANAGING PARTNER
 APPROVED AS TO LEGAL FORM

 CITY ATTORNEY
 CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION, a Nevada non-profit corporation
 by 
 ALAN MEANS, PRESIDENT
 RECEIVED
 DEC 24 1987
 CONLEY & PRICE INC.
 ENGINEERS & PLANNERS

-10-